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INTERNAL AFFAIRS BUREAU

INVESTIGATIVE SUMMARY

IV 2445710

SUBJECT: **JACOB SANSOM**
DEPUTY SHERIFF, [redacted]

DATE(S) / TIME OF INCIDENT: JANUARY 05, 2018 / 1146 HOURS

ALLEGATIONS:

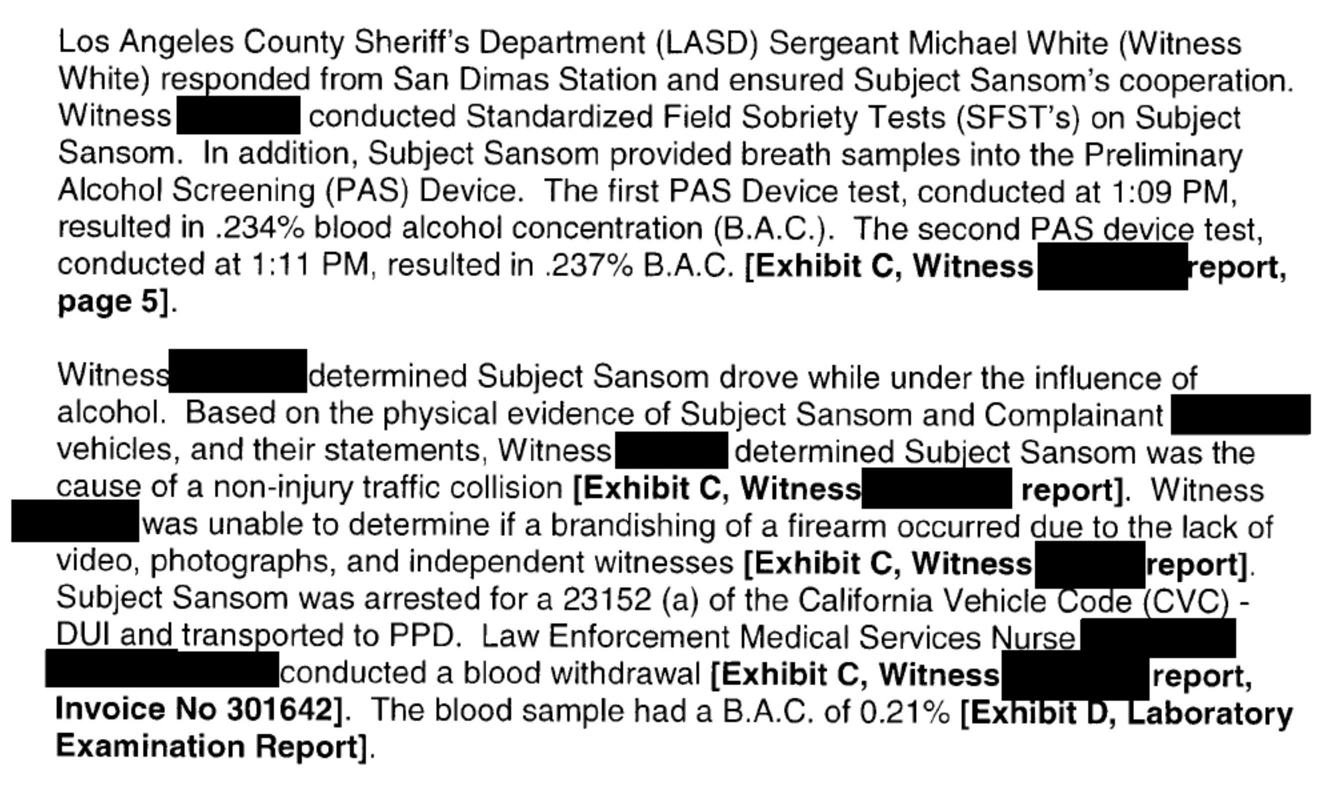
It is alleged Subject Deputy Jacob Sansom drove a motor vehicle while under the influence of alcohol (DUI). It is further alleged Subject Jacob Sansom caused a non-injury traffic collision and brandished a firearm in a threatening manner.

SYNOPSIS:

On Friday, January 5, 2018, at approximately 11:46 AM, La Verne Police Department (LVPD) officers responded to [redacted] Laurie Lane, La Verne, regarding a fight in progress call **[Exhibit A, 9-1-1 call]**. LVPD Officers [redacted] and [redacted] arrived and detained Subject Sansom and Complainant [redacted] at gunpoint. With the assistance of LVPD Officer [redacted] Sergeant [redacted], and Officer [redacted] an investigation was conducted. It was concluded a traffic collision and alleged brandishing of a firearm occurred in the city of Pomona.

> **IAB Note:** **LVPD's patrol vehicles were equipped with Mobile Video/Audio Recording Systems (MVARS). The MVARS was mounted in a forward facing direction and captured video footage in front of the patrol vehicle. The MVARS mounted in the patrol vehicle connected to microphones LVPD officers wore, recording audio. Most of the interactions between Subject Sansom and the LVPD officers were videotaped or recorded; however, some of the audio was distorted by static [Exhibit B].**

Pomona Police Department (PPD) Sergeant [redacted] (Witness [redacted] arrived and delegated PPD Officer [redacted] (Witness [redacted], to conduct an alleged brandishing of a firearm investigation, and PPD Officer [redacted] (Witness [redacted] to conduct a traffic collision investigation. Subject Sansom displayed several objective symptoms of alcohol intoxication. Sergeant [redacted] delegated PPD Officer [redacted] (Witness [redacted] to conduct a driving under the influence (DUI) investigation.



Los Angeles County Sheriff's Department (LASD) Sergeant Michael White (Witness White) responded from San Dimas Station and ensured Subject Sansom's cooperation. Witness [redacted] conducted Standardized Field Sobriety Tests (SFST's) on Subject Sansom. In addition, Subject Sansom provided breath samples into the Preliminary Alcohol Screening (PAS) Device. The first PAS Device test, conducted at 1:09 PM, resulted in .234% blood alcohol concentration (B.A.C.). The second PAS device test, conducted at 1:11 PM, resulted in .237% B.A.C. **[Exhibit C, Witness [redacted] report, page 5]**.

Witness [redacted] determined Subject Sansom drove while under the influence of alcohol. Based on the physical evidence of Subject Sansom and Complainant [redacted] vehicles, and their statements, Witness [redacted] determined Subject Sansom was the cause of a non-injury traffic collision **[Exhibit C, Witness [redacted] report]**. Witness [redacted] was unable to determine if a brandishing of a firearm occurred due to the lack of video, photographs, and independent witnesses **[Exhibit C, Witness [redacted] report]**. Subject Sansom was arrested for a 23152 (a) of the California Vehicle Code (CVC) - DUI and transported to PPD. Law Enforcement Medical Services Nurse [redacted] conducted a blood withdrawal **[Exhibit C, Witness [redacted] report, Invoice No 301642]**. The blood sample had a B.A.C. of 0.21% **[Exhibit D, Laboratory Examination Report]**.

IAB Note: The Preliminary Alcohol Screening Device is a scientific instrument designed to analyze a sample of a person's breath and determine the B.A.C. in that sample.

Subject Sansom was released with a promise to appear in court, under citation #P458640. LASD Lieutenant Jesus Carrasco, [redacted] and Captain David Flores, [redacted] responded to PPD and drove him home.

PPD detectives gathered the information, including statements from all involved parties, and on December 31, 2018, presented the facts to the Los Angeles County District Attorney's Office (D.A). The D.A. filed criminal charges against Subject Sansom, including Exhibiting a Concealable Firearm in Public, 417(a)(2)(A) PC; Driving Under the Influence, 23152(a) CVC; Driving Under the Influence (.08%), 23152(b) CVC; and, Hit and Run by Runaway Vehicle, 20002(b) CVC **[Exhibit D]**. On August 5, 2019, as part of a plea agreement, the criminal complaint was amended, adding one count of 415(2) PC, Disturbing the Peace. Subject Sansom was convicted of 23152(b) CVC and 415(2) PC. He was sentenced to 36 months summary probation. The remaining charges were dismissed **[Exhibit E, page 4]**.

The following interviews were recorded and transcribed. For more information and precise wording, see the attached verbatim interview transcriptions. The audio recordings and the transcribed interviews are submitted with the case. The following narratives contain summaries of the interviews:

Complainant [redacted]

On Wednesday, July 15, 2020, Complainant [redacted] was interviewed by Internal Affairs Bureau (IAB) Sergeant Connie Delgado and he related the following.

On Friday, January 5, 2018, Complainant [redacted] drove northbound on Towne Center Drive. Complainant [redacted] said he pulled out of a driveway of a gas station on Foothill Boulevard and did not see any traffic coming in his direction. Complainant [redacted] turned into the number one lane (closer to the north side), intending to drive to the south side of Foothill Boulevard and pick up an Uber customer. Complainant [redacted] stated Subject Sansom's vehicle hit the rear passenger door and tire area of his vehicle. The force caused Complainant [redacted] vehicle to turn sideways and point in a southbound direction **[Refer to Complainant [redacted] transcript, pages 8, 11 - 13]**.

Subject Sansom continued driving and Complainant [redacted] followed. Complainant [redacted] called 9-1-1. Complainant [redacted] stopped in the number one lane on Foothill Boulevard, at Towne Center Drive. Subject Sansom stopped behind another vehicle in the number two lane, parallel to Complainant [redacted] Complainant [redacted] yelled at Subject Sansom through his open driver side window, "Hey you hit me!" Subject Sansom rolled down his tinted window and placed his left hand outside of the window. Subject Sansom held a gun sideways with the magazine facing away from him (Subject Sansom), had his finger on the trigger, and pointed it directly at Complainant [redacted] Subject Sansom said, "I'll blast you bitch if you keep following me!" Complainant [redacted] was approximately seven feet away from Subject Sansom. Complainant [redacted] recognized the model of the gun as a Beretta because he carried the same type of gun in the military.

Complainant [redacted] told Subject Sansom, "Hey, don't I know you?" Subject Sansom looked scared and gestured as if he was going to shoot the gun by placing his finger on the trigger. Complainant [redacted] dropped his cell phone, which was connected to 9-1-1, on the floor board of his vehicle. He exited his vehicle, hid behind the rear driver side and yelled, "He's got a gun! He's got a gun!" Complainant [redacted] yelled to the occupants in a white vehicle, behind Subject Sansom, to call the police **[Refer to Complainant [redacted] transcript, page 18]**. Those individuals did not communicate with Complainant [redacted] and left the scene. Subject Sansom reversed his vehicle, then drove onto the south curb line and around the vehicle directly in front of him **[Refer to Complainant [redacted] transcript, pages 17 - 18, 21, 25 - 26, 66]**.

Complainant [redacted] began to pursue Subject Sansom eastbound on Foothill Boulevard and southbound onto Garey Avenue. Complainant [redacted] intended to stop Subject Sansom to hold Subject Sansom accountable for his actions **[Refer to Complainant [redacted] transcript, page 29 - 33, 69]**. Complainant [redacted] stated Subject Sansom made a right turn onto Fulton Road. Subject Sansom made a "jerking" motion, by placing his left hand outside of the driver side window, as if he was going to throw a gun out of the car **[Refer to Complainant [redacted] transcript, pages 61 - 63]**. Complainant [redacted] only saw the butt of a gun, but Subject Sansom did not throw a

gun out. Complainant [redacted] stated he told the 9-1-1 dispatcher, "Maybe he did" throw a gun out. "That's what the other person said," further explaining that the occupants in the white vehicle said to him before departing, that he (Subject Sansom) threw something out the window **[Refer to Complainant [redacted] transcript, page 64]**.

Subject Sansom drove into a cul-de-sac and was not able to proceed any further. Complainant [redacted] positioned his vehicle closely behind Subject Sansom's vehicle to prevent Subject Sansom from leaving. Complainant [redacted] exited his vehicle. Fearing Subject Sansom was still in possession of a gun, Complainant [redacted] kneeled down behind his driver's door. Complainant [redacted] yelled, "Let me see your hands! Let me see your hands! Show me your hands now! Put them outside the window! Put them outside the window!" Subject Sansom complied and placed his hands outside of the driver side window. Complainant [redacted] yelled, "Keep your hands up. Don't move! Don't you fucking move! Keep your hands up!" **[Refer to Complainant [redacted] transcript, page 34]**.

Complainant [redacted] opened Subject Sansom's driver side door, grabbed Subject Sansom's t-shirt with both of his hands and pulled Subject Sansom out of the vehicle. Complainant [redacted] "slammed" Subject Sansom against the inner driver side door **[Refer to Complainant [redacted] transcript, page 37]**. Subject Sansom informed Complainant [redacted] he was a deputy sheriff. Complainant [redacted] requested Subject Sansom's badge, at which time, Subject Sansom informed him the badge was on the seat. Complainant [redacted] observed the badge, and what he believed to be a "toy", "Smith and Wesson target pistol," on top of the center console in between the seats **[Refer to Complainant [redacted] transcript, page 37, 79, 80]**. Complainant [redacted] released his grip of Subject Sansom and walked away from him. Subject Sansom remained outside of his vehicle until the police officers arrived **[Refer to Complainant [redacted] transcript, pages 33 - 37, 79 - 80]**.

One Claremont Police Department (CPD) Officer and one PPD officer arrived at the location. According to Complainant [redacted] the officers held him (Complainant [redacted] at gunpoint while they talked to Subject Sansom **[Refer to Complainant [redacted] transcript, pages 39 - 43]**.

A LASD deputy with stripes arrived at the scene and ordered Subject Sansom to take SFST's. Complainant [redacted] believed Subject Sansom did not pass the SFST's, because Subject Sansom was handcuffed and placed inside of a patrol vehicle. Complainant [redacted] left the scene **[Refer to Complainant [redacted] transcript, pages 51, 52, 54]**.

Complainant [redacted] was asked about comments he made to the criminal investigating officers, when during the criminal investigation he stated, "No. Honestly it didn't look like a regular gun. I think it was a BB gun. It looked like something you pull back like this, it had a round cylinder on top. It didn't exactly look like a real gun to tell you the truth." **[Exhibit C, Witness [redacted] report, page 6; Exhibit B, Officer [redacted] disc 1, part 1, page 5]**. Complainant [redacted] explained that an investigating officer asked

him regarding the second gun inside of Subject Sansom's vehicle which they recovered, and not the gun Subject Sansom pointed at him and threatened him with **[Refer to Complainant [redacted] transcript, pages 21 - 22]**.

During the interview, Complainant [redacted] stated he first met Subject Sansom in 2016 or 2017 at a Baker to Vegas event. Complainant [redacted] was asked why he told Detective [redacted] from PPD he met Subject Sansom at a 76 Gasoline Station or a 7-Eleven in the city of La Verne. Complainant [redacted] stated he could have possibly first met Subject Sansom at the 76 Gasoline Station or the 7-Eleven in the city of La Verne. He was unsure **[Refer to Complainant [redacted] transcript, pages 1 - 5]**.

IAB Note: **IAB Sergeant Delgado noted there were several inconsistencies between Complainant [redacted] statements to the officers at the scene and what he later described, related to the location of the traffic collision, the description of the firearm he saw, and the general order of events. Refer to his transcript for further details.**

Witness [redacted]

On Wednesday, June 29, 2020, Witness [redacted] was interviewed by IAB Sergeant [redacted] On Friday, January 5, 2018, Witness [redacted] worked a one person unit, as a field sergeant, on AM shift, for PPD. Witness [redacted] responded to a possible hit and run traffic collision where LVPD officers detained the involved individuals. Witness [redacted] determined the incident occurred in PPD's jurisdiction. Witness [redacted] requested supplemental reports from LVPD officers. LVPD Officers [redacted] and [redacted] provided supplemental reports **[Exhibit C]** documenting their investigation.

He delegated Witness [redacted] to conduct a brandishing of a firearm investigation and Witness [redacted] to conduct a traffic collision investigation. Witness [redacted] informed Witness [redacted] Subject Sansom was possibly under the influence of alcohol, and Witness [redacted] delegated Witness [redacted] to conduct a DUI investigation. Subject Sansom was subsequently arrested for a DUI by PPD officers **[Refer to Witness [redacted] transcript, pages 2 - 3, 6 - 7, 9]**.

During the investigation, Witness [redacted] observed Subject Sansom was antagonistic, and opposed the "breathalyzer" test. Subject Sansom accused the officers of picking on him for being a deputy sheriff and he requested "professional courtesy." Subject Sansom alleged he was a victim in this incident. Witnesses [redacted] and White admonished Subject Sansom to cooperate with the investigation. Initially Witness [redacted] thought Subject Sansom was a member of a criminal street gang. Witness [redacted] provided an example in which Subject Sansom used slang and his tone of voice fluctuated. Witness [redacted] stated Subject Sansom used "Spanglish" which he said is consistent with southern gang members. Witness [redacted] believed Subject

Sansom was not humble during the investigation **[Refer to Witness [redacted] transcript, pages 7, 9, 11 - 13]**.

Witness [redacted]

On Tuesday, June 30, 2020, Witness [redacted] was interviewed by IAB Sergeant Delgado and he related the following. On Friday, January 5, 2018, Witness [redacted] was assigned a brandishing of a firearm investigation from PPD. He contacted Complainant [redacted] who stated he drove eastbound on Foothill Boulevard, in the number one lane, between Bradford Street and Falcon Street in the city of Pomona. Subject Sansom caused a traffic collision, did not stop, and sped away. Complainant [redacted] followed Subject Sansom to Garey Avenue and Freda Avenue in the city of Pomona. Complainant [redacted] drove along side of Subject Sansom and tried to force him to stop. Subject Sansom pointed a black firearm resembling a "BB gun" at Complainant [redacted] while stating, "I'll blast you motherfucker." They continued driving on unknown streets until they stopped on Laurie Lane. Subject Sansom exited his vehicle, held up a badge, and said, "I have a right to have a gun anyways." A firearm was not seen at this time. Subject Sansom re-entered his vehicle and attempted to drive away. Complainant [redacted] stood in front of Subject Sansom's vehicle and prevented him from leaving **[Refer to Witness [redacted] transcript, pages 2, 4 - 6; Exhibit C, Witness [redacted] report, page 6]**.

Witness [redacted] contacted Subject Sansom who identified himself as a peace officer. Subject Sansom stated he drove eastbound on Foothill Boulevard from Towne Center Drive. Complainant [redacted] exited a gasoline station and cut Subject Sansom's vehicle off. Subject Sansom stopped for traffic and Complainant [redacted] drove his vehicle in front of Subject Sansom's vehicle. Complainant [redacted] reversed his vehicle into Subject Sansom's vehicle causing a collision. Subject Sansom thought Complainant [redacted] was a gang member. Subject Sansom told Complainant [redacted] to calm down, in Spanish, as he waived his hand up and down. Subject Sansom pointed his finger, making a gesture of a gun with his hand. Subject Sansom drove away, in an attempt to evade Complainant [redacted] **[Refer to Witness [redacted] transcript, pages 6 - 8, 10]**.

Witness [redacted] stated he observed Complainant [redacted] vehicle had damage to the passenger side rear wheel well. He observed Subject Sansom's vehicle had damage to the front driver side bumper. Based on all statements provided, it was more probable, Subject Sansom caused the traffic collision. There were no independent witnesses, video or photographs of the incident. It was one person's statement against another person's statement **[Refer to Witness [redacted] transcript, page 12]**.

Witness [redacted] recovered a fully loaded and chambered 9MM Beretta, semi-automatic handgun registered to LASD, from the rear passenger floorboard of Subject Sansom's vehicle. He also recovered a holstered, fully loaded, and chambered 9MM Smith and Wesson, M&P Shield from inside of a back pack, from Subject Sansom's vehicle. Witness [redacted] photographed and booked the guns as evidence into the PPD evidence facility. Subject Sansom had an odor of alcohol emitting from his person. Witness

[redacted] conducted a DUI investigation. Initially Subject Sansom refused to blow into the PAS Device. A LASD sergeant spoke with Subject Sansom and Subject Sansom complied. Subject Sansom was arrested for DUI. Witness [redacted] stored Subject Sansom's vehicle. Witness [redacted] stated Subject Sansom was cooperative with him **[Refer to Witness [redacted] transcript, pages 9, 11]**.

Witness [redacted] contacted [redacted], Subject Sansom's [redacted] Ms. [redacted] was near the area at the time the incident occurred. Ms. [redacted] stated she drove on Foothill Boulevard and observed a black vehicle positioned at an angle, blocking two lanes. She did not see Subject Sansom's vehicle behind her at this time. Ms. [redacted] did not provide Witness [redacted] with any other information **[Refer to Witness [redacted] transcript, page 13; Exhibit C, Witness [redacted] report, page 8]**.

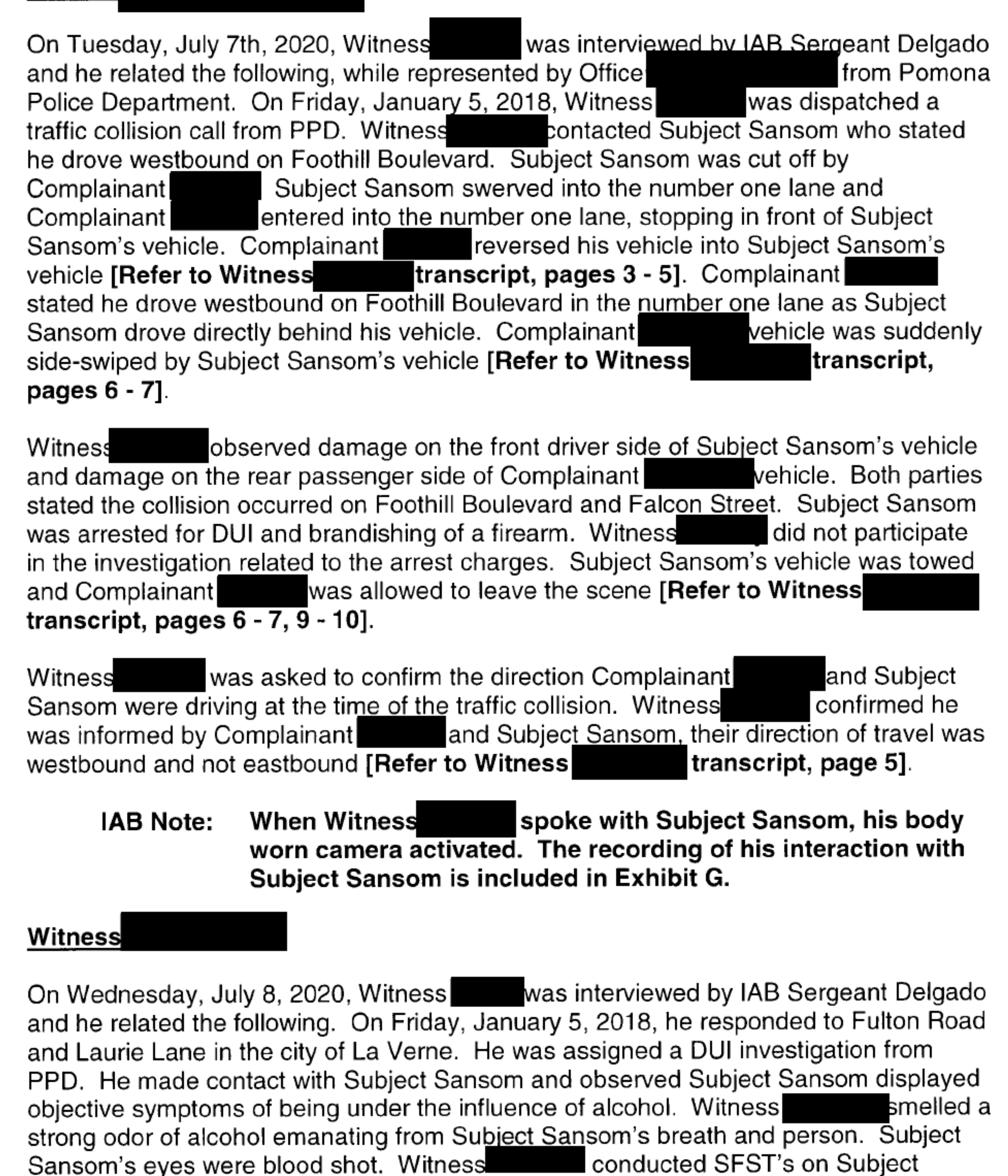
Witness Michael White

On Thursday, July 2, 2020, Witness White was interviewed by IAB Sergeant Delgado and related the following. On Friday, January 5, 2018, Witness White was assigned to San Dimas Station as a field sergeant, on AM shift. He responded to the city of La Verne regarding an incident involving a LASD employee. He observed Subject Sansom was under the influence of alcohol, uncooperative and verbally confrontational (profanity) with the officers who were talking with him. Witness White reminded Subject Sansom he was a Los Angeles County deputy sheriff and even though he was off-duty, he was required to abide by Department policy. Witness White told Subject Sansom to refrain from using profanity and advised him to cooperate. Subject Sansom complied. Subject Sansom refused to blow into the PAS Device and began to use profanity. Witness White ordered Subject Sansom to cooperate. Subject Sansom complied **[Refer to Witness White's transcript, pages 2 - 5]**.

LVPD officers informed Witness White, Subject Sansom had not cooperated with them during the investigation. Witness White was also informed by a LVPD Officer, that LVPD officers had previous interactions with Subject Sansom approximately two years prior, at an Edwards Theatre and he acted verbally abusive toward them **[Refer to Witness White's transcript, page 6]**.

IAB Note: LVPD did not have any documentation or other records of prior contact with Subject Sansom.

Witness [redacted] observed an un-holstered black semi-automatic hand gun on the rear floor board of Subject Sansom's vehicle. Witness White was informed a second gun was recovered from Subject Sansom's vehicle, but he did not observe it. Witness [redacted] contacted LASD Lieutenant Carrasco from Temple Station. When Lieutenant Carrasco and Captain Flores arrived, Witness White left the location **[Refer to Witness White's transcript, page 6 - 7, 9 - 10]**.



Witness [redacted]

On Tuesday, July 7th, 2020, Witness [redacted] was interviewed by IAB Sergeant Delgado and he related the following, while represented by Office [redacted] from Pomona Police Department. On Friday, January 5, 2018, Witness [redacted] was dispatched a traffic collision call from PPD. Witness [redacted] contacted Subject Sansom who stated he drove westbound on Foothill Boulevard. Subject Sansom was cut off by Complainant [redacted] Subject Sansom swerved into the number one lane and Complainant [redacted] entered into the number one lane, stopping in front of Subject Sansom's vehicle. Complainant [redacted] reversed his vehicle into Subject Sansom's vehicle **[Refer to Witness [redacted] transcript, pages 3 - 5]**. Complainant [redacted] stated he drove westbound on Foothill Boulevard in the number one lane as Subject Sansom drove directly behind his vehicle. Complainant [redacted] vehicle was suddenly side-swiped by Subject Sansom's vehicle **[Refer to Witness [redacted] transcript, pages 6 - 7]**.

Witness [redacted] observed damage on the front driver side of Subject Sansom's vehicle and damage on the rear passenger side of Complainant [redacted] vehicle. Both parties stated the collision occurred on Foothill Boulevard and Falcon Street. Subject Sansom was arrested for DUI and brandishing of a firearm. Witness [redacted] did not participate in the investigation related to the arrest charges. Subject Sansom's vehicle was towed and Complainant [redacted] was allowed to leave the scene **[Refer to Witness [redacted] transcript, pages 6 - 7, 9 - 10]**.

Witness [redacted] was asked to confirm the direction Complainant [redacted] and Subject Sansom were driving at the time of the traffic collision. Witness [redacted] confirmed he was informed by Complainant [redacted] and Subject Sansom, their direction of travel was westbound and not eastbound **[Refer to Witness [redacted] transcript, page 5]**.

> **IAB Note: When Witness [redacted] spoke with Subject Sansom, his body worn camera activated. The recording of his interaction with Subject Sansom is included in Exhibit G.**

Witness [redacted]

On Wednesday, July 8, 2020, Witness [redacted] was interviewed by IAB Sergeant Delgado and he related the following. On Friday, January 5, 2018, he responded to Fulton Road and Laurie Lane in the city of La Verne. He was assigned a DUI investigation from PPD. He made contact with Subject Sansom and observed Subject Sansom displayed objective symptoms of being under the influence of alcohol. Witness [redacted] smelled a strong odor of alcohol emanating from Subject Sansom's breath and person. Subject Sansom's eyes were blood shot. Witness [redacted] conducted SFST's on Subject Sansom. These tests were the horizontal gaze nystagmus test, walk and turn test, one-leg stand test and PAS Device test **[Refer to Witness [redacted] transcript, pages 3 - 5]**.

Subject Sansom was excited, unhappy and unfocused throughout the investigation. Witness [redacted] repeated instructions to Subject Sansom several times. During the one leg test, Subject Sansom stated he could not count in the high 1,000's due to his Attention Deficit Disorder. Witness [redacted] read Subject Sansom the admonishment relating to the PAS Device test. Subject Sansom requested a representative. Witness White told Subject Sansom to follow instructions. Subject Sansom complied and completed the PAS Device test **[Refer to Witness [redacted] transcript, pages 3 - 7]**.

Subject Sansom stated he consumed a "great amount of beer and liquor," from 10:00 PM or 11:00 PM to 6:00 AM, starting on January 4, 2018. Subject Sansom admitted to driving a motor vehicle on January 5, 2018. Witness [redacted] placed Subject Sansom under arrest for DUI and transported him to PPD. During the transport, Subject Sansom complained regarding the arrest, and Witness [redacted] calmed him down. Subject Sansom was cooperative during a chemical blood test conducted on him by a blood nurse. Subject Sansom was cited for DUI and released to LASD personnel. Witness [redacted] stated Subject Sansom was cooperative overall with the investigation **[Refer to Witness [redacted] transcript, pages 8, 13, 18 - 19]**.

> **IAB Note:** **When Witness [redacted] spoke with Subject Sansom, his body worn camera activated. The recording of his interaction with Subject Sansom is included in Exhibit H.**

Subject Jacob Sansom

IAB Sergeants Connie Delgado and Paul Valle, [redacted] interviewed Subject Sansom on July 17, 2020. He was represented by Attorney Russell Perry, from the law offices of Rains Lucia Stern St. Phalle Silver, and related the following.

On Friday, January 4, 2018, one day prior to the incident, Subject Sansom and friends, drove to an establishment where firearms were not permitted inside. Prior to entering the establishment, Subject Sansom placed his fully loaded un-holstered Department issued, 9MM Berretta 92FS, underneath the right rear passenger seat of his vehicle. Subject Sansom also left his fully loaded 9MM Smith and Wesson, M&P Shield in a holster, inside of a backpack on the right rear passenger seat of the vehicle. Subject Sansom and his friends left the establishment, and arrived at "Knockouts" in the city of Irwindale, at approximately 11:00 PM **[Refer to Subject Sansom's transcript, pages 3 - 6, 15 - 17]**.

Subject Sansom drank two to three "standard size beers," possibly "Bud Light" or "Coors Light," and one shot of "Fireball" from 11:00 PM to 1:30 AM. Subject Sansom drove to his residence located at [redacted] arriving at approximately 2:30 AM to 2:40 AM, on January 5, 2018. Subject Sansom did not feel intoxicated or tired. Subject Sansom left the guns in the same location and position inside of his vehicle. He parked his vehicle in the driveway of his residence and secured it **[Refer to Subject Sansom's transcript, pages 6 - 9, 59]**.

IAB Note: **Per https://maps.google.com, Knockouts Topless Sports Bar is located at 1580 Clark Street, Arcadia, CA 91006, and is approximately [redacted] in distance from Subject Sansom's residence.**

From the time Subject Sansom arrived at his residence until he went to sleep at approximately 4:00 AM, Subject Sansom drank approximately six to eight shots of alcohol, "99 proof shots, like 99 Bananas (A liquor type and brand)." **[Refer to Subject Sansom's transcript, page 55]**. Subject Sansom did not consume food at his residence, and slept approximately six hours, waking up at 10:30 AM or 10:40 AM. At approximately 11:30 AM, Subject Sansom left his residence intending to turn off the main water valve and retrieve his [redacted] from his [redacted] one mile away **[Refer to Subject Sansom's transcript, pages 11 - 14, 55]**.

Subject Sansom did not feel intoxicated, only tired from lack of sleep, and he felt in control of the vehicle he drove. Subject Sansom drove approximately 15 MPH in tandem, approximately one car and a half car lengths behind his [redacted] Ms. [redacted] They drove northbound on Towne Center Drive, as Complainant [redacted] exited a 7-Eleven parking lot and made a right turn, northbound onto Towne Center Drive. Subject Sansom believed Complainant [redacted] appeared as if he was not aware of his surroundings and did not pay attention to the traffic. Complainant [redacted] cut Subject Sansom's vehicle off and drove in between his (Subject Sansom) vehicle and Ms. [redacted] vehicle. Complainant [redacted] was in the number two lane, approaching the light, on Towne Center Drive. Subject Sansom pulled alongside of Complainant [redacted] vehicle and motioned to Complainant [redacted] to slow down by moving his open palm in an upward and downward movement. Subject Sansom's passenger side window was rolled halfway down and he could see Complainant [redacted] respond with a middle finger. Subject Sansom believed Complainant [redacted] said "F you!" **[Refer to Subject Sansom's transcript, pages 14 - 15, 19 - 23]**.

Subject Sansom continued to drive northbound on Towne Center Drive and made a right turn onto Foothill Boulevard and momentarily lost sight of Complainant [redacted] Then, as Subject Sansom continued eastbound in the number one lane, he observed Complainant [redacted] exit the driveway of the Shell Gasoline Station, located on the corner of Towne Center Drive and Foothill Boulevard. Complainant [redacted] drove next to Subject Sansom in the number two lane, and entered the number one lane, forcing Subject Sansom toward the center medium. Complainant [redacted] attempted to force Subject Sansom to pull over as he (Complainant [redacted] yelled, "Pull the F over, pull the F over Mother F-er" through the open driver side window **[Refer to Subject Sansom's transcript, page 23]**. Subject Sansom attempted to de-escalate the situation, and told Complainant [redacted] in Spanish, "calmate" while motioning with his right hand in an upward and downward position. Subject Sansom explained "calmate" meant relax and used this word to earn a little respect from Complainant [redacted] **[Refer to Subject Sansom's transcript, page 25]**. Complainant [redacted] was agitated and yelled at Subject Sansom to pull over.

IAB Note: **It was clarified during the interview that Subject Sansom refrained from using the word "fuck" out of respect for the investigators. When asked, he said each time he used "F" in the preceding phrases, the word "fuck" was actually used during the incident.**

Subject Sansom grabbed his flat badge with his left hand from the center console, and showed it to Complainant [redacted] Subject Sansom told Complainant [redacted] he was an off-duty deputy. Subject Sansom formed the shape of a gun with his right thumb in an upward position, right index finger pointed straight, and right hand against his chest simulating a gun. Subject Sansom told Complainant [redacted] "Hey, I'm strapped. I'm not trying to mess around with you, blah, blah, blah. Like just go." **[Refer to Subject Sansom's transcript, pages 23 - 26, 32]**.

Subject Sansom's intention in identifying himself as a deputy sheriff was to de-escalate the situation, calm Complainant [redacted] and stop him from whatever it is Complainant [redacted] was trying to do. Complainant [redacted] yelled, "You ain't going to do shit." Subject Sansom then entered the left turn lane on Foothill Boulevard, in an attempt to make a northbound turn onto Bradford Street. Complainant [redacted] "flew" from the number two lane, partially into the number one lane, and partially into the same left turn lane. Complainant [redacted] angled his vehicle, cutting off and blocking Subject Sansom's vehicle from continuing forward **[Refer to Subject Sansom's transcript, page 27]**.

Complainant [redacted] exited his vehicle, yelled, used profanity, and walked toward Subject Sansom. Subject Sansom reversed his vehicle and attempted to drive around behind Complainant [redacted] vehicle. Complainant [redacted] re-entered his vehicle, drove in reverse, and attempted to block Subject Sansom's vehicle from leaving. As both vehicles were in motion, the rear passenger side of Complainant [redacted] vehicle made contact with the front driver side of Subject Sansom's vehicle. Subject Sansom did not know what Complainant [redacted] intentions were and he was scared. Subject Sansom attempted to get away and drove eastbound on Foothill Boulevard. He made a right turn, southbound onto Falcon Street. Subject Sansom drove approximately 40 MPH as Complainant [redacted] pursued him. Subject Sansom called LVPD dispatch, informed them of the "road rage" incident, and requested officers **[Exhibit A, 9-1-1 call]**. Subject Sansom stopped his vehicle on the north side of Laurie Lane as he talked to dispatch **[Refer to Subject Sansom's transcript, pages 28 - 31]**.

Complainant [redacted] parked his vehicle on Laurie Lane, facing westbound positioned behind Subject Sansom's vehicle, and he exited. Complainant [redacted] approached Subject Sansom's driver side door, cocked back one of his arms, and swung forward one quarter of the way as if he was going to punch Subject Sansom through the open window. Subject Sansom yelled, "Get the fuck away from my door!" Complainant [redacted] returned to his vehicle **[Refer to Subject Sansom's transcript, page 34]**.

Subject Sansom stated initially he believed Complainant [redacted] may have been a gang member because he only observed part of Complainant [redacted] Complainant [redacted] sat lower in his vehicle, wore a hooded sweatshirt, used profanity, had road rage and was "short fused." After Subject Sansom was able to observe and interact more with Complainant [redacted] Subject Sansom no longer had the impression Complainant [redacted] was a gang member **[Refer to Subject Sansom's transcript, pages 48 - 49]**.

IAB Note: Subject Sansom stated he has never attended Baker to Vegas as Complainant [redacted] alleged. Subject Sansom stated he never met Complainant [redacted] prior to this incident [Refer to Subject Sansom's transcript, page 46].

LVPD officers responded and detained Subject Sansom at gunpoint. Subject Sansom exited his vehicle with his hands up and the officers ordered him to the ground. Subject Sansom complied, "proned out" face down on the ground, and informed the officers he was a deputy who had guns inside of his vehicle. Subject Sansom was patted down and detained on the curb **[Refer to Subject Sansom's transcript, pages 33 - 35]**.

Subject Sansom performed SFST's and was asked to use the PAS Device. Subject Sansom asked the officers for legal advice because he was unsure of what his legal rights were. Subject Sansom was ordered to use the PAS Device by an LASD sergeant and he complied. Subject Sansom clarified he had prior contact with LVPD officers, a couple of years prior to this incident, in which they contacted him regarding a verbal dispute he had with his [redacted] **[Refer to Subject Sansom's transcript, pages 37 - 38, 40]**.

Subject Sansom was arrested for DUI and booked at PPD. His vehicle was towed, his firearms recovered by PPD officers and his flat badge was released to Captain Flores. Subject Sansom was released to Captain Flores **[Refer to Subject Sansom's transcript, page 42]**.

Subject Sansom was advised he was on a video recording stating he pulled his gun out and showed it Complainant [redacted] **[Exhibit B, Officer [redacted] disc 1, part 1, page 1]**. Subject Sansom stated if he did make these statements, he was referring to the simulated hand gun gesture he made with his hand against his chest. Subject Sansom's 9MM Beretta and M&P Shield were in the same position, inside of his vehicle, from the prior night. He did not retrieve the guns at any time during the incident. Subject Sansom did not draw his guns or point them at Complainant [redacted] **[Refer to Subject Sansom's transcript, page 44 - 45]**.

Subject Sansom was asked if he made the following statements: "Motherfucker you better stop following me or I'm going to blast your ass!" Or, "That's what you get for fucking cutting me off!" as Complainant [redacted] reported. Subject Sansom denied making these comments **[Refer to Subject Sansom's transcript, page 45; Exhibit B, Officer [redacted] disc 1, part 1, page 1]**. Subject Sansom said he recalled saying to some of the officers that he "should have shot his ass." Subject Sansom further

explained Complainant [redacted] used his vehicle as a weapon against him (Subject Sansom) by attempting to run him (Subject Sansom) off the road and possibly into the oncoming traffic. Subject Sansom stated he would not have shot Complainant [redacted] and was just reliving the situation when he made the comment **[Refer to Subject Sansom's transcript, page 49]**.

Subject Sansom was asked if he told PPD officers they were picking on him during the investigation because he was a deputy sheriff. Subject Sansom stated he did not remember **[Refer to Subject Sansom's transcript, page 47; and Witness [redacted] transcript, page 7]**.

Subject Sansom was ultimately convicted of DUI and disturbing the peace **[Refer to Subject Sansom's transcript, pages 50 - 52]**.

ADDITIONAL INFORMATION:

IAB investigators attempted to contact Subject Sansom's [redacted], Ms. [redacted], via phone, and sent certified letters to her last documented addresses **[Miscellaneous Documents]**. At the time this case was submitted, Ms. [redacted] has not made any attempt to contact IAB investigators.

IAB investigators attempted to interview LVPD Officers [redacted] and [redacted] The officers declined to interview.



OFFICE OF THE SHERIFF



COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF

October 1, 2020

Deputy Jacob Sansom, [redacted]

Dear Deputy Sansom:

LETTER OF INTENT

You are hereby notified that it is the intention of the Sheriff's Department to discharge you from your position of Deputy Sheriff, Item No. 2708A, with this Department, effective the close of business October 23, 2020.

An investigation under IAB File Number IV 2445710, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of the Department's Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/030.15, Conduct Toward Others; and/or 3-01/030.10, Obedience to Laws, Regulations and Orders, (as it pertains to 23152(a) California Vehicle Code (CVC), Driving Under the Influence (DUI) of Alcohol or Drugs; and/or 23152(b) CVC, Driving with a Blood Alcohol Concentration (BAC) of .08 percent or greater; and/or 415(2) PC, Creating a Disturbance); and/or 3-01/025.45, Safety of Firearms, on or about January 5, 2018, while off-duty and under the influence of alcohol, you willfully violated State law, and/or failed to maintain a level of moral conduct in keeping with the highest standards of

law enforcement personnel. Furthermore, you engaged in behavior which caused the Department to be brought into disrepute, and/or demonstrated a pattern of undesirable, and unprofessional behavior which was criminal in nature, bringing discredit and embarrassment upon yourself and/or the Los Angeles County Sheriff's Department, as evidenced by, but not limited to:

a. driving your personal vehicle, while under the influence of alcohol and being involved in a traffic collision; and/or,

b. displaying the objective signs of intoxication and emitting the odor of an alcoholic beverage(s) from your breath when you were contacted by La Verne and Pomona police officers; and/or,

c. performing poorly when sworn personnel from the Pomona Police Department administered Field Sobriety Tests (FSTs); and/or,

d. providing a blood sample that registered, and/or recorded .21 percent BAC; and/or,

e. being arrested for and charged with 23152(a) CVC, DUI of Alcohol and Drugs, 23152(b) CVC, Driving with a BAC of .08 percent or greater; and/or

f. being uncooperative and verbally confrontational with La Verne and Pomona police officers during the investigation, and/or using demeaning term(s) like "motherfucker" in addressing La Verne and Pomona police officers; and/or,

g. possessing two loaded handguns in the passenger compartment of your pick-up at the time of your collision and arrest for DUI, with a BAC of .21 percent; and/or,

h. being charged with and pleading nolo contendere to 415(2) PC, Creating a Disturbance, and 23152(b) CVC, Driving with a BAC of .08 percent or greater in Pomona Superior court where you were sentenced to 36 months' probation, 60 days in jail (suspended), and ordered to pay fines and fees.

2. That in violation of Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/030.10, Obedience to Laws, Regulations and orders, (as it pertains to 417(a)(2)(A) PC, Exhibiting a Concealable Firearm in Public), on or about January 5, 2018, while off-duty and intoxicated, you willfully violated State law; and/or failed to maintain a level of moral conduct in keeping with the highest standards of law enforcement personnel when you brandished and/or exhibited a firearm from your vehicle during a "road rage" incident, bringing discredit and embarrassment upon yourself and/or the Los Angeles County Sheriff's Department, as evidenced by, but not limited to:

   a. Witness [redacted] consistently stating you pointed a gun at him on multiple occasions (to 9-1-1 dispatchers, investigating officers from La Verne and Pomona Police Departments, and to LASD Internal Affairs investigators); and/or,

   b. your initial recorded spontaneous statement to La Verne police officers, where you stated, "He (Witness [redacted] tried to run me off the road and backed into my car, and that's why I pulled my gun on him. I didn't point it at him. I just showed him, like stop fucking around."

3. That in violation of the Department's Manual of Policy and Procedures Section 3-01/040.75, Failure to Make Statements and/or Making False Statements During a

Departmental Internal Investigations, on or about July 16, 2020, you provided false and/or misleading statements to Internal Affairs investigators, as evidenced by, but not limited to:

a. when asked if, at any time during the incident on January 5, 2018, did you retrieved either of the firearms which were found in your pickup, you responded, "No, ma'am, I did not."

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet which are incorporated herein by reference.

You may respond to the intended action orally or in writing. In the event that you choose to respond orally to these charges, you have already been scheduled to meet with Acting Chief Coronne L. Jacob, on October 23, 2020, at 1000 hours, in her office, which is located at 211 West Temple Street, Los Angeles California 90012. If you are unable to appear at the scheduled time and wish to schedule some other time prior to October 23, 2020, for your oral response, please call Acting Chief Jacob's secretary at [redacted] for an appointment.

If you choose to respond in writing, please call Acting Chief Jacob's secretary to cancel your scheduled appointment, and send your response to the facts contained in this letter to Acting Chief Jacob's office by no later than October 23, 2020.

Unless you are currently on some other type of authorized leave, pursuant to Rule 16.01 of the Los Angeles County Civil Service Commission Rules, effective immediately, you are on paid administrative leave which will continue during the fifteen (15) business days you have to respond to the intended discharge or until the conclusion of your pre-disciplinary hearing. If you are presently on an authorized leave, that leave will continue during the fifteen (15) business days you have to respond to the intended discharge, or until the conclusion of your pre-disciplinary hearing.

Failure to respond to this Letter of Intent within fifteen (15) business days will be considered a waiver of your right to respond and will result in the imposition of the discipline indicated herein.

If you did not receive the investigative material on which your discipline is based at the time you were served with this correspondence, you may contact the Internal Affairs Bureau at (323) 890-5300, to obtain a copy of the case file.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

ALEX VILLANUEVA, SHERIFF

William E. Jaeger, Captain
Internal Affairs Bureau

WEJ:TKJ:tj
(Professional Standards Division – Internal Affairs Bureau)

IAB FILE NO. IV 2445710

c: Coronne L. Jacob, Acting Chief, East Patrol Division
Irene Aguilera, Departmental Employee Relations Representative, Employee Relations Unit
Tamora Johnson, Operations Assistant I, Internal Affairs Bureau
Vince Vasquez, Operations Assistant I, Advocacy Unit

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Attorneys for: COUNTY OF LOS ANGELES, SHERIFF'S DEPARTMENT

Exempt from Payment of Filing Fees Pursuant to Government Code §6103

LAW OFFICES OF HAUSMAN & SOSA, LLP
20750 Ventura Blvd., Suite 105
Woodland Hills CA 91364

CIVIL SERVICE COMMISSION

COUNTY OF LOS ANGELES

In the Matter of the Discharge of JACOB S. SANSOM,

Appellant,

v.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

Respondent.

CASE NO.: 20-152

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement/Release ("Agreement" and/or "Settlement Agreement" and/or "Release") is entered into by and between Respondent COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT, THE COUNTY OF LOS ANGELES, the COUNTY OF LOS ANGELES' employees, agents, representatives, its attorneys, claims adjustors, investigators, insurers, elected officials, heirs, executors, administrators, successors, and/or assigns (hereinafter individually and/or collectively sometime.s referred to as "Respondent" or "the Department" or "County" or "the County of Los Angeles") and JACOB S. SANSOM, his

attorneys, employees, agents, representatives, heirs, executors, administrators, successors, and assigns (hereinafter individually and/or collectively sometimes referred to as "Appellant" or "Sansom").

RECITALS

A. Appellant was employed within the COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT in the position of Deputy Sheriff.

B. Appellant and the Department are parties to the Department's administrative investigation under Internal Affairs Bureau (IAB) No. 2445710 and the related Civil Service Commission ("CSC") appeal under CSC Case No. 20-152 (collectively, the "Matter").

C. On October 1, 2020, an Intent to Discharge letter was sent to Appellant following an investigation and a number of founded allegations of misconduct. On November 3, 2020, the Sheriff's Department notified Appellant that he was being discharged effective October 29, 2020. Thereafter, Appellant appealed the discharge to the Commission and the Commission assigned this Matter Case No. 20-152.

D. The parties desire to resolve all disputes arising as a result of the aforementioned investigation and civil service appeal, to avoid litigation and further administrative or other civil processes upon the terms and conditions hereinafter set forth.

E. It is the intent of this Agreement to resolve all claims and allegations, whether based on tort, statute, contract, discrimination, retaliation, and/or otherwise, that Appellant has and/or that he could have been asserted, as of the date of the signing of this Agreement.

F. Appellant and his representatives expressly represent and attest that no other appeals, actions, claims or lawsuits have been filed other than civil service number 20-152 Appellant and his representatives also represent that there are no other lawsuits, actions, appeals,

complaints or claims, whether before the Commission, in any Superior Court, Federal Court and/or any other forum, concerning any claims and allegations that Appellant has or could have been asserted as of the date of the signing of this Agreement.

G. It is the intent of this Agreement to resolve all claims and allegations that Appellant has or that could have been asserted, whether known or unknown, suspected or unsuspected, as of the date of the signing of this Agreement. It is also the intent of this Agreement to resolve all claims and allegations, arising out of CSC No. 20-152 whether based on tort, statute, contract, discrimination, retaliation, or otherwise, that Appellant has and/or that could have been asserted, as of the date of the signing of this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises herein contained it is agreed as follows:

1. The recitals set forth in this Settlement Agreement are true and correct and are hereby fully incorporated by reference into this Settlement Agreement.

2. Upon execution of this Agreement, Appellant will submit his resignation for personal reasons from the position of Deputy Sheriff, Item No. 2708A, to the Department effective the close of business on October 29, 2020. The resignation for personal reasons shall be attached to this Agreement as Exhibit "A" and incorporated by reference as if fully set forth herein.

3. Appellant expressly agrees and recognizes that Appellant's resignation for personal reasons has been included in the instant Settlement Agreement for valid, legitimate, nondiscriminatory, and nonretaliatory reasons.

4. The parties expressly agree that the factual basis for the Department's investigation and the findings of misconduct which were the subject of the original discipline

imposed on Appellant by the Department constitute valid, legitimate, nondiscriminatory, and nonretaliatory reasons for the Agreement on the part of Appellant to resign for personal reasons.

5. Upon receipt of Appellant's signed resignation and his execution of this Agreement, the Department will rescind the Letter of Imposition dated November 3, 2020.

6. If a third party outside of the County of Los Angeles (such as a prospective employer of Appellant) were to contact the Department about Appellant, the person, or entity would be advised about the dates of Appellant's employment and in which capacity. The Department would also state that Appellant resigned for personal reasons.

7. The instant Settlement Agreement and Letter of Intent will not be released except by court order, and order by the County of Los Angeles Civil Service Commission, written authorization by Appellant, in defense of any claim, in response to an order granting a Motion for Production/Pitchess Motion, or a Public Records Act demand.

8. Appellant will receive no back pay, no benefits, no financial or other consideration as a result of entering into and/or executing this Agreement. Appellant agrees to waive all claims for back pay or benefits for any and all of the time period during which he was discharged from the Department.

9. Appellant shall dismiss with prejudice all complaints and claims filed against the County of Los Angeles or the Department connected with or arising out of his employment including, but not limited to, his appeals to the County of Los Angeles Civil Service Commission. If there are any other complaints or claims filed by Appellant relating to or in any way connected with his employment with the Department, with the exception of any Workers' Compensation claims, Appellant expressly and unequivocally recognizes and agrees that they are within the scope of this Agreement and shall be dismissed within two (2) days of the execution of this Agreement.

10. Upon execution of this Settlement Agreement, Appellant will immediately, and in any event within two (2) days of the execution of this Agreement, withdraw, in writing, his request for a hearing before the Civil Service Commission concerning this Matter. Further, by executing this Settlement Agreement, Appellant's appeal in CSC No. 20-152 shall be deemed withdrawn and dismissed finally and irrevocably. If Appellant does not submit this letter within two (2) days after execution of this Settlement Agreement, this Settlement Agreement itself will serve to constitute the withdrawal by Appellant of his appeal in CSC No. 20-152.

11. Appellant agrees and undertakes that he will not apply for, seek or accept employment, in any capacity and at any time, with the COUNTY OF LOS ANGELES, the SHERIFF'S DEPARTMENT and/or any of the Departments or entities within the COUNTY OF LOS ANGELES. In the event that Appellant does seek re-employment and is subsequently hired by the Department or the County, he will be subject to immediate discharge.

12. Appellant expressly agrees and recognizes that the Agreement by the parties that Appellant will not apply for, seek or accept employment, in any capacity and at any time, with the COUNTY OF LOS ANGELES, the SHERIFF'S DEPARTMENT and/or any of the Departments or entities within the COUNTY OF LOS ANGELES, has been included in the instant Settlement Agreement for valid, legitimate, nondiscriminatory, and nonretaliatory reasons.

13. The parties expressly agree that the factual basis for the Department's investigation and the findings of misconduct which were the subject of the original discipline imposed on Appellant by the Department constitute valid, legitimate, nondiscriminatory, and nonretaliatory reasons for the Agreement on the part of Appellant not to apply for, seek or accept employment with COUNTY OF LOS ANGELES, the SHERIFF'S DEPARTMENT and/or any

of the Departments or entities within the COUNTY OF LOS ANGELES, in the future, as described herein.

14. Appellant's retirement benefits, if any, are not addressed by this Settlement Agreement and Release, and Appellant agrees and recognizes that any issues regarding retirement benefits, if any, shall be resolved with and determined by the Los Angeles County Employees Retirement Association.

15. Appellant agrees to waive any and all further administrative or judicial remedies with respect to this Matter, which includes the investigation, the civil service case, and the resignation set forth herein, including but not limited to, before the Los Angeles County Civil Service Commission or the Los Angeles County Employee Relations Commission and/or any court of law.

16. Appellant agrees not to pursue any issues raised by and/or that could have been raised by his civil service appeal in any other forum whatsoever. Appellant is not to pursue any further claims, actions, proceedings, complaints, protests of any sort or nature, including but not limited to, any complaint, grievance, letter complaint, or oral complaint against the COUNTY in connection with any allegations which relate in any way to this Matter including, but not limited to, his discipline, the discharge, his resignation, and/or the investigation conducted and action taken prior to and/or subsequent to his discipline and discharge.

17. The parties shall bear their own costs of every sort and kind as well as their own attorneys' fees, in all proceedings and with respect to all matters, events and facts addressed by and/or related in any way to this Agreement.

18. Appellant agrees to waive all rights in IAB No. 2445710 pursuant to *Skelly v. State Personnel Board* (1975) 15 Cal. 3d 194.

19. Although there is no admission by the COUNTY that the circumstances relating to the discipline of Appellant necessitate the provision to Appellant of what is commonly described as a "name-clearing" or "liberty-interest" hearing, as those terms are set forth in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340, and its progeny, the parties hereby agree that Appellant waives any claim seeking provision of or entitlement to a "name-clearing" or "liberty interest" hearing.

20. This Agreement, along with the October 1, 2020, Letter of Intent, and IAB No. 2445710 may contain "adverse comments" within the meaning of Government Code section 3305. Appellant agrees and acknowledges that by executing this Agreement he waives his right under California Government Code section 3306 to submit a response to any of these documents.

21. In consideration of the terms and conditions set forth herein, Appellant, on behalf of herself and his attorneys, employees, agents, representatives, heirs, executors, administrators, successors, and assigns agrees to fully release, acquit and forever discharge the County, its Sheriff's Department, its present and former officers, employees and agents, and its heirs, successors, assigns, and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Appellant that Appellant has and/or could have been asserted prior to the date of execution of the Agreement, including, but not limited to, any and all remedies, claims and causes of action for discrimination, harassment, and/or retaliation, claims under the Ralph M. Brown Act (Gov. Code, Section 54950, *et seq.*), the Fair Employment and Housing Act (Gov. Code, Section 12900, *et seq.*), the California Family Rights Act (Gov. Code, Section 12945.2), the Unruh and George Civil Right Acts (Civ. Code, Section 51, *et seq.*), all provisions of the California Labor Code and any wage orders or similar directives or authorities issued by any federal or state authority having enforcement powers, the Constitution of the United States, the Constitution of

the State of California, Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e *et seq.*), Public Safety Officers Procedural Bill of Rights Act (Gov. Code Section 3300 *et seq.*), the Age Discrimination Act in Employment Act (29 U.S.C. Section 621, *et seq.*), the Equal Pay Act (29 U.S.C. Section 206(d)), the Fair Labor Standards Act (29 U.S.C. Section 201, *et seq.*), the Family and Medical Leave Act (29 U.S.C. Section 2601, *et seq.*), Sections 1981-88 of Title 42 of the United States Code (48 U.S.C. Section 1981, *et seq.*), the Americans with Disabilities Act (42 U.S.C. Section 12101, *et seq.*), claims of retaliation or whistle-blowing (including but not limited to California Labor Code Section 1102.5, *et seq.* and Government Code Section 12653), claims for breach of any type of contract, including written, oral, or implied, breach of any covenant, promise or representation pertaining to Appellant's employment, whether expressed or implied, and all other claims arising in contract, tort, or equity or under any other statute, federal, state, or local statute arising prior to the date of execution of Agreement, all of which are waived.

22. Appellant understands and agrees that all of his rights under Section 1542 of the Civil Code of the State of California are hereby expressly waived and relinquished. Said Section 1542 reads as follows:

> *"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

Appellant agrees that adequate consideration supports this waiver.

23. Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the released parties, Appellant expressly acknowledges that this Settlement Agreement and Release are intended to include in its effect, without limitations, all claims which Appellant does not know or suspect to exist

against COUNTY at the time of execution, hereof, and that this Agreement contemplates the extinguishment of any claim or claims, in connection with any claim he could have brought up to and including the date of this Agreement.

24. Appellant specifically acknowledges that he has not been the subject of discrimination or retaliation in any form, including, but not limited to, discrimination based upon age, race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, marital status, parental status, filing of Worker's Compensation claims, or sex, and that he has no claim against the Department for any such discrimination or retaliation, whether any such claim is presently known or not known by him.

25. Appellant acknowledges that he has read and understands the terms of the Settlement Agreement that he has had the option of reviewing it with counsel of his own choosing and that he is relying solely upon the content of the Agreement and Release and is not relying on any other representation whatsoever of the released parties as an inducement to enter into the Agreement.

26. The terms and conditions of this Agreement will be confidential except (1) where COUNTY regulations or policies require disclosure to COUNTY departments and/or COUNTY management and/or (2) where disclosure to any entity or person is required by law.

27. The parties further agree that the Settlement Agreement shall not be considered, cited or used in future disputes as establishing past precedent or past employment practice. The Agreement resolves the dispute between the Appellant and the Department and is not to be applied to any other facts or disputes, with the exception of any future proceedings, including, but not limited to, civil service proceedings involving, relating to and/or concerning the Appellant and the Department.

28. The document sets forth the entire agreement between the parties and may not be altered, amended, or modified in any respect, except by writing duly executed by the parties affected. All other understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. The parties agree and acknowledge that the is an integrated agreement and constitutes the final expression of the parties' agreement. The parties also agree and acknowledge that the Settlement Agreement and Release is strictly subject to the Parol Evidence Rule. The Agreement may be enforced in a court of law by either party.

29. Appellant agrees to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary and appropriate to give full force and effect to the material terms and intent of this Agreement.

30. The Settlement Agreement and Release is to be construed and interpreted as if both parties participated in the drafting of the Settlement Agreement. Any ambiguities shall be resolved in favor of upholding the purpose of the Settlement Agreement.

31. Appellant acknowledges and recognizes that the compromise and settlement which form the basis of the Agreement have been arrived at after thorough bargaining and negotiation and represent a final, mutually agreeable compromise.

32. The date of the last signature placed on the Settlement Agreement shall hereinafter be known as the "date of execution" and/or "the effective date" of the Agreement.

33. Appellant represents and agrees that he has carefully read and fully understands all of the provisions of the Agreement, and that he is voluntarily, and without duress or undue influence, entering into the Agreement.

34. It is understood and agreed that Appellant is currently unaware of any claim, right, demand, debt, action, obligation, liability, or cause of action that Appellant may have

against the Department and/or any of its managers, law enforcement personnel, agents, servants, or employees which has not been released by Appellant in the Release.

35. Appellant acknowledges that all liens or other claims of third parties have been disclosed and agrees to hold harmless, defend, and indemnify COUNTY, its attorneys and agents, for any and all liens or other claims of third parties which have been or may be asserted for services which have been or may be rendered on behalf of Appellant.

36. Appellant represents and warrants that no claim, demand, cause or causes of action that he has or might have arising out of, connected with, or incidental to CSC No. 20-152 nor any portion thereof, nor any claims and potential and/or possible claims that are the subject of or addressed by the Agreement, has/have been assigned or transferred to any other person, firm or corporation including, without limitation, any parent, subsidiary or affiliate of any party, in any manner, including by way of subrogation or operation of law or otherwise.

37. It is understood that the Agreement is a compromise of disputed claims and that the actions of the parties in accomplishing the Agreement shall not be construed as an admission or acknowledgment of liability or wrongdoing on the part of any party.

38. This Agreement may be signed in counterparts and a facsimile or electronic signature shall be treated as if it is an original signature. Copies, facsimiles, or electronic transmissions of this Agreement shall be treated as if an original.

39. Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or

enforceability unless such provision or the application of such provision is essential to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed the Settlement Agreement and Release on the dates hereinafter indicated. Said Agreement and release may be signed in counterparts.

Date: May 02, 2022

By: ______________________
JACOB S. SANSOM, APPELLANT

Date: May 6, 2022

By: ______________________
CHIEF JORGE A. VALDEZ,
LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT







COUNTY OF LOS ANGELES



ALEX VILLANUEVA, SHERIFF

November 3, 2020

Date of Department Hire 03/26/2007

Deputy Jacob S. Sansom, [redacted]

Dear Deputy Sansom:

LETTER OF IMPOSITION

On October 1, 2020, you were served with a Letter of Intention indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under IAB File Number IV 2445710. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. However, after review and consideration of the response submitted to support your position, it has been determined that the recommended discipline is appropriate.

You are hereby notified that you are discharged from your position of Deputy Sheriff, Item No. 2708A, with this Department, effective as of the close of business on October 29, 2020.

An investigation under IAB File Number IV 2445710, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of the Department's Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/030.15, Conduct Toward Others; and/or 3-01/030.10, Obedience to Laws, Regulations and Orders, (as it pertains to 23152(a)

California Vehicle Code (CVC), Driving Under the Influence (DUI) of Alcohol or Drugs; and/or 23152(b) CVC, Driving with a Blood Alcohol Concentration (BAC) of .08 percent or greater; and/or 415(2) PC, Creating a Disturbance); and/or 3-01/025.45, Safety of Firearms, on or about January 5, 2018, while off-duty and under the influence of alcohol, you willfully violated State law, and/or failed to maintain a level of moral conduct in keeping with the highest standards of Law enforcement personnel. Furthermore, you engaged in behavior which caused the Department to be brought into disrepute, and/or demonstrated a pattern of undesirable, and unprofessional behavior which was criminal in nature, bringing discredit and embarrassment upon yourself and/or the Los Angeles County Sheriff's Department, as evidenced by, but not limited to:

a. driving your personal vehicle, while under the influence of alcohol and being involved in a traffic collision; and/or,

b. displaying the objective signs of intoxication and emitting the odor of an alcoholic beverage(s) from your breath when you were contacted by La Verne and Pomona police officers; and/or,

c. performing poorly when sworn personnel from the Pomona Police Department administered Field Sobriety Tests (FSTs); and/or,

d. providing a blood sample that registered, and/or recorded .21 percent BAC; and/or,

e. being arrested for and charged with 23152(a) CVC, DUI of Alcohol and Drugs, 23152(b) CVC, Driving with a BAC of .08 percent or greater; and/or

f. being uncooperative and verbally confrontational with La Verne and Pomona police officers during the

investigation, and/or using demeaning term(s) like "motherfucker" in addressing La Verne and Pomona police officers; and/or,

g. possessing two loaded handguns in the passenger compartment of your pick-up at the time of your collision and arrest for DUI, with a BAC of .21 percent; and/or,

h. being charged with and pleading nolo contendere to 415(2) PC, Creating a Disturbance, and 23152(b) CVC, Driving with a BAC of .08 percent or greater in Pomona Superior court where you were sentenced to 36 months' probation, 60 days in jail (suspended), and ordered to pay fines and fees.

2. That in violation of Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/030.10, Obedience to Laws, Regulations and orders, (as it pertains to 417(a)(2)(A) PC, Exhibiting a Concealable Firearm in Public), on or about January 5, 2018, while off-duty and intoxicated, you willfully violated State law; and/or failed to maintain a level of moral conduct in keeping with the highest standards of law enforcement personnel when you brandished and/or exhibited a firearm from your vehicle during a "road rage" incident, bringing discredit and embarrassment upon yourself and/or the Los Angeles County Sheriff's Department, as evidenced by, but not limited to:

a. Witness [redacted] consistently stating you pointed a gun at him on multiple occasions (to 9-1-1 dispatchers, investigating officers from La Verne and Pomona Police Departments, and to LASD Internal Affairs investigators); and/or,

b. your initial recorded spontaneous statement to La Verne police officers, where you stated, "He (Witness [redacted] tried to run me off the road and

backed into my car, and that's why I pulled my gun on him. I didn't point it at him. I just showed him, like stop fucking around."

3. That in violation of the Department's Manual of Policy and Procedures Section 3-01/040.75, Failure to Make Statements and/or Making False Statements During a Departmental Internal Investigations, on or about July 16, 2020, you provided false and/or misleading statements to Internal Affairs investigators, as evidenced by, but not limited to:

   a. when asked if, at any time during the incident on January 5, 2018, did you retrieved either of the firearms which were found in your pickup, you responded, "No, ma'am, I did not.

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet, which are incorporated herein by reference.

In taking this disciplinary action, your record with this Department has been considered, and a thorough review of this incident has been made by Department executives, including your Unit and Division Commanders.

You may appeal the Department's action in this matter pursuant to Rules 4.02, 4.05 and 18.02 of the Civil Service Rules.

You may, if you so desire, within fifteen (15) business days from the date of service of this notice of discharge, request a hearing on these charges before the Los Angeles County Civil Service Commission, 500 W. Temple Street, Room 522, Los Angeles, California 90012.

If you have any questions, you may contact Charna Toldson, of Internal Affairs Bureau, at (323) 890-5300.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

ALEX VILLANUEVA, SHERIFF

CORONNE L. JACOB, ACTING CHIEF
EAST PATROL DIVISION

CLJ:TKJ:tj
(Professional Standards Division – Internal Affairs Bureau)

IAB FILE NO. IV 2445710

c: Coronne L. Jacob, Acting Chief, East Patrol Division
David Flores, Captain, Temple Station/Unit Personnel File
John M. McBride, Captain, Personnel Administration Bureau/Department Personnel File
Cathy Banuelos, Acting Administrative Services Manager III, Pay, Leaves, and Records Units
Tamora Johnson, Operations Assistant I, Internal Affairs Bureau
Vince Vasquez, Operations Assistant I, Advocacy Unit